

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re: Case No. 04-34735-GFK
Chapter 7

Jason Lawson,

Debtor(s)

**NOTICE OF HEARING AND MOTION
FOR RELIEF FROM STAY**

TO: The Debtor(s) and other entities specified in Local Rule 9013-3(a).

1. JPMorgan Chase Bank as Indenture Trustee, fka The Chase Manhattan Bank as Indenture Trustee moves the Court for relief requested below and gives Notice of Hearing.

2. The Court will hold a Hearing on this motion at 10:30 a.m., on November 1, 2004, in Courtroom No. 228B, at the United States Courthouse, at 316 North Robert Street, St. Paul, Minnesota.

3. Any response to this motion must be filed and delivered no later than October 27, 2004, which is three days before the time set for the hearing(excluding Saturdays, Sundays, or holidays), or filed and served by mail no later than October 21, 2004, which is seven days before the time set for the hearing(excluding Saturdays, Sundays, or holidays). **UNLESS A RESPONSE OPPOSING THE MOTION IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.**

4. This court has jurisdiction over this motion pursuant to 28 U.S.C. §§157 and 1334, Bankruptcy Rule 5005 and Local Rule 1070-1. This proceeding is a core proceeding. The petition commencing this Chapter 7 case was filed on August 12, 2004. The case is now pending in this court.

5. This Motion arises under 11 U.S.C. §362 and Bankruptcy Rule 4001. This motion is filed under Bankruptcy Rule 9014 and Local Rules 9013-1 - 9019-1(d). Movant Requests Relief with respect to exempt property of the debtor subject to a lien.

6. By mortgage dated June 15, 2001, in the original principal amount of \$49,600.00 (the "Mortgage"), which mortgage was subsequently assigned by Document No. 1582568, Movant acquired a first mortgage's interest in the following real property (the "Property"), to-wit:

Lot 23 and the South half of Lot 24, Block 15, Roslyn Park, Anoka County, Minnesota

The Mortgage was filed in the offices of the Recorder, for Anoka County, Minnesota on June 28, 2001, as Document No. 1582568. A copy of the Mortgage and assignment are attached hereto as Exhibit A.

Debtor has listed in his filed bankruptcy schedules that his intent is to surrender said property.

7. The last payment received from Debtors was applied to the June, 2004 payment as that was the next payment due. Debtor(s) is delinquent under the terms of the note secured by the Mortgage with respect to monthly payments due as follows:

4 payments @ \$596.69	\$2,386.76
4 late charges @ \$29.83	\$119.32
Attorneys Fees & Cost	\$800.00
TOTAL	\$3,306.08

The outstanding principal balance due to Movant under the terms of the note is \$48,746.57 as of October 1, 2004, and interest accrues at the rate of 13.99% per diem per day. The amount therefore due and owing on said note is as follows:

Principal balance	\$48,746.57
Late charges	\$119.32
Interest	\$1,647.78
Attorneys Fees & Costs	\$800.00
TOTAL	\$51,313.67

8. Movant does not have, and has not been offered, adequate protection of its interest in the Property. In view of the fact that this is a Chapter 7 liquidation proceeding, the Property is not necessary for an effective reorganization. Moreover, Debtor(s) failure to make payments to Movant when due, or otherwise provide Movant with adequate protection of its interest in the Property constitutes cause, within the meaning of 11 U.S.C. Sec. 362(d)(1), entitling Movant to relief from the automatic stay.

9. If testimony is necessary as to any facts relevant to this motion, Nancy A. Nordmeyer, 7300 Metro Boulevard #390, Edina, MN, will testify on behalf of Movant.

10. **This is an attempt to collect a debt and any information obtained will be used for that purpose.** This notice is required by the provisions of the Fair Debt Collection Practices Act and does not imply that we are attempting to collect money from anyone who has discharged the debt under the Bankruptcy Laws of the United States.

WHEREFORE, Movant, respectfully moves the Court for an Order modifying the automatic stay of Sec. 362(a) so as to permit Movant to foreclose its Mortgage on the Property and for such other relief as may be just and equitable.

Dated: _____

10-2-21

Signed: /e/ NANCY A. NORDMEYER

SHAPIRO & NORDMEYER, L.L.P.

Nancy A. Nordmeyer-121356

Lawrence P. Zielke-152559

Attorney for movant

7300 Metro Boulevard #390

Edina, MN 55439-2306

(952) 831-4060

VERIFICATION

I, Dan Ainters, the Bankruptcy Manager for Fidelity National Foreclosure Solutions, the authorized servicer for movant, the movant named in the foregoing notice of hearing and motion, declare under penalty of perjury, that the foregoing is true and correct according to the best of my knowledge, information and belief.

Executed on:

10-4-01

Signed:

[Signature]

Fidelity National Foreclosure Solutions
1270 Northland Drive, Suite 200
Mendota Heights, MN 55120

NOTE

June 15, 2001
(Date)

, Minnesota
(City)

4929 5TH ST NE
(Property Address)

COLUMBIA HEIGHTS
(City)

MINNESOTA
(State)

55421
(Zip Code)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 49,600.00 (this amount will be called "principal"), plus interest, to the order of the Lender. The Lender is Guaranty National Bank of Tallahassee. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note will be called the "Note Holder."

2. INTEREST

I will pay interest at a yearly rate of 13.9900%.
Interest will be charged on unpaid principal until the full amount of principal has been paid.

3. PAYMENTS

I will pay principal and interest by making payments each month of U.S. \$ 596.69.
I will make my payments on the 21st day of each month beginning on July 21, 2001.
I will make these payments every month until I have paid all of the principal and interest and any other charges, described below, that I may owe under this Note. If, on June 21, 2026, I still owe amounts under this Note, I will pay all those amounts, in full, on that date.
I will make my monthly payments at 4501 Singer Court, Third Floor, CHANTILLY, VIRGINIA 20151

or at a different place if required by the Note Holder.

4. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any of my monthly payments by the end of 10 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.0000% of my overdue payment, but not less than U.S. \$ 29.83 and not more than U.S. \$ 29.83. I will pay this late charge only once on any late payment.

(B) Notice From Note Holder

If I do not pay the full amount of each monthly payment on time, the Note Holder may send me a written notice telling

1582568

26-30-24-24-0164
[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE is made this 15th day of June 2001
between the Mortgagor, JASON LAWSON, single

(herein "Borrower"),

and the Mortgagee, Guaranty National Bank of Tallahassee

a corporation organized and existing under the laws of the United States of America
4501 Singer Court, Third Floor, CHANTILLY, VIRGINIA 20151

whose address is

(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 49,600.00
which indebtedness is evidenced by Borrower's note dated June 15, 2001 and extensions and
renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of the
indebtedness, if not sooner paid, due and payable on June 21, 2026

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all
other sums, with the interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the
performance of the covenants and agreements of Borrower herein contained, Borrower does hereby grant and convey to Lender,
with power of sale, the following described property located in the County of ANOKA

, State of Minnesota

SEE SCHEDULE "A" ATTACHED

Return to:

USA TITLE, LLC
4501 SINGER COURT - SUITE 100
CHANTILLY, VA 20151
1-888-411-2939

which has the address of 4929 5TH ST NE COLUMBIA HEIGHTS
(Street) (City)
Minnesota 55421 (herein "Property Address")
(Zip Code)

MINNESOTA - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT

ITEM 4090L1 (9709)

Page 1 of 6 pages

Form 3824
GREATLAND ■
To Order Call: 1-800-630-8343 or Fax 616-791-1131

GD-01-0000092013

5017022

50194

1648366

26-30-24-24-0164

[Space Above This Line For Recorder's Use]

Corporation Assignment of Real Estate Mortgage

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to 22-003
THE CHASE MANHATTAN BANK AS INDENTURE TRUSTEE, CIO RESIDENTIAL
FUNDING CORPORATION, 1301 Office Center Drive, #200, Fort Washington, PA 19034 all the rights, title and interest of undersigned
in and to that certain Real Estate Mortgage dated June 15, 2001, executed by
JASON LAWSON

to Guaranty National Bank of Tallahassee a corporation
organized under the laws of VIRGINIA and whose principal place
of business is 4501 Singer Court, Third Floor
CHANTILLY, VIRGINIA 20151
State of MINNESOTA
SEE CONSUL CHATTAHOOCHEE
Recorded 6/28/01
Doc 15825680
ANOKA County Records.
described hereinafter as follows:

Investor Loan Number:
ITEM 42404.1 (9807)

(Page 1 of 2 pages)

CREATLAND ■
To Order Call 1-800-530-9383 Fax 616-731-1131

UNITED STATES BANKRUPTCY COURT

DISTRICT OF MINNESOTA

In Re:

Case Number BKY 04-34735-GPK
Chapter 7

Jason Lawson

Debtor(s)

MEMORANDUM OF LAW

JPMorgan Chase Bank as Indenture Trustee, fka The Chase Manhattan Bank as Indenture Trustee ("Movant"), submits this memorandum of law in support of its motion for relief from the stay in the above-entitled matter.

FACTS

Movant holds a valid, duly perfected mortgage on real property owned by the Debtors. On the date this case was filed, the Debtor(s) were delinquent in respect of payments due under the note and mortgage. Since this case was filed, Debtor(s) are in arrears in the total amount of \$3,306.08.

ARGUMENT

1. Under Section 362.(d)(1) of the Bankruptcy Code, relief from the automatic stay shall be granted upon request of a creditor "for cause, including the lack of adequate protection of an interest in property of such creditor." 11 U.S.C. Sec. 362 (d) (1). The Debtor(s) in this case have failed to make the payments required by the note and mortgage for a period of more than 03 months. Debtor(s) have not otherwise provided Movant with adequate protection of its interest in the property. Such circumstances constitute cause, within the meaning of Section 362 (d) (1), justifying relief from the stay. In Re Video East, Inc., 41 B. R. 176 (Bkrcty. E. D. Pa. 1984); In Re Frascatore, 33 B. R. 687 (Bkrcty. E. D. Pa. 1983).

2. Pursuant to Section 362 (d) (2) of the Bankruptcy Code, relief from the stay is also appropriate where Debtor(s) have no equity in the subject property and the property is not necessary to an effective reorganization. 11 U.S.C. Sec. 362 (d) (2). See, In Re Gellert, 55B.R. 970 (Bkrcty. D. N. H. 1983). In the present case the balance due Movant on the note and mortgage is \$51,313.67.

Accordingly, Movant is entitled to an order terminating the stay and authorizing it to foreclose its mortgage on the property.

Dated: _____

10-12-11

Respectfully submitted,
SHAPIRO & NORDMEYER, L.L.P.

Signed: /s/ NANCY A. NORDMEYER
Nancy A. Nordmeyer-121356
Lawrence P. Zielke-152559
Attorney for Movant
7300 Metro Boulevard #390
Edina, MN 55439-2306
(952) 831-4060

SWORN CERTIFICATE OF SERVICE

STATE OF MINNESOTA)
) **SS**
COUNTY OF HENNEPIN)

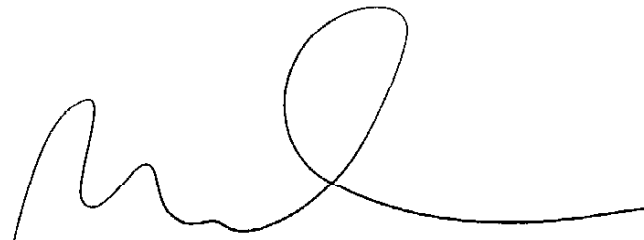
I, **Stephanie Pilegaard** says that on October 12, 2004, I mailed copies of the annexed Memorandum of Law, Proposed Order for Relief from Stay, Notice of Hearing and Motion for Relief from Stay and Certificate of Service on the following interested parties at their last known address, by mailing to them, via first class mail, a copy thereof, enclosed in an envelope, postage prepaid and by depositing the same in the post office at Edina, Minnesota.

Jason Lawson
1213 Walnut Street
Farmington, MN 55024

David Keller, Esq.
1260 Yankee Doodle Road STE 200
Eagan, MN 55121

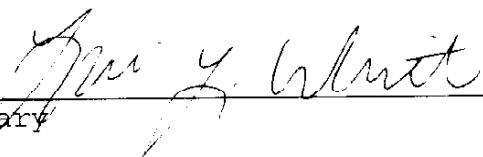
Nauni Manty, Trustee
333 South 7th Street STE 2000
Minneapolis, MN 55402

U.S. Trustee
1015 U.S. Courthouse
300 South 4th St.
Minneapolis, MN 55415

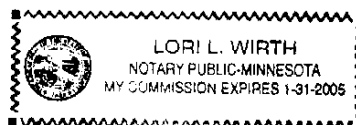


Stephanie Pilegaard

Subscribed and sworn to before me October 12, 2004.



Notary



04-29498
0300358108

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re:

Case Number BKY 04-34735-GFK

Jason Lawson,

Debtor(s)

ORDER FOR RELIEF FROM STAY

The above-entitled matter came for hearing on November 1, 2004.

THIS CAUSE coming to be heard on the Motion of JPMorgan Chase Bank as Indenture Trustee, fka The Chase Manhattan Bank as Indenture Trustee, by Fidelity National Foreclosure Solutions the authorized servicer for movant, a creditor in the proceeding, the Court having jurisdiction, due notice having been given, and the Court having been advised in the premises;

IT IS HEREBY ORDERED,

That the automatic stay heretofore entered in this case is modified to the extent necessary to allow JPMorgan Chase Bank as Indenture Trustee, fka The Chase Manhattan Bank as Indenture Trustee, its successors and/or assigns, to foreclose the mortgage on the real property commonly known as:

Lot 23 and the South half of Lot 24, Block 15, Roslyn Park, Anoka County, Minnesota

NOTWITHSTANDING Federal Rule of Bankruptcy Procedure 4001 (a)(3), this order is effective immediately.

Dated: _____

BY THE COURT:

Judge of Bankruptcy Court